

**JOINT USE COOPERATIVE AGREEMENT
BETWEEN COUNTY OF SHASTA AND
SHASTA UNION HIGH SCHOOL DISTRICT
TO PROVIDE SHARED ELECTRONIC LIBRARY SERVICES**

This agreement is between the County of Shasta ("County") and the Shasta Union High School District ("District") for joint use library services consisting of collaborative catalog access utilizing a shared server, an automated management and circulation system, related training, and the construction of a dedicated teen center within the new library at the Redding Civic Campus on Parkview Avenue.

WHEREAS, County operates a County Library System, consisting of a main library located in Redding, California and branches in the City of Anderson and the town of Burney; and

WHEREAS, County participates in an Inter-Library Loan Program ("ILLP") which allows for the borrowing and lending of library materials among various types of libraries including public, academic, business, legal and hospital libraries, throughout the United States; and

WHEREAS, District, the largest school district in Shasta County, serves approximately 5,700 9th through 12th grade students at District's six campuses in Shasta County; and

WHEREAS, District students, faculty and staff at those high schools are currently served by traditionally equipped campus libraries; and

WHEREAS, the District is contributing \$300,000 for the development of a teen center in the proposed new County library; and

WHEREAS, County and District have determined that District's students, faculty and staff would benefit by having greater access to a broader array of materials if the County Library System's Inter-Library Loan Program were to be extended to District's six campuses and shared electronic services were used to augment the District's limited resources for school libraries and to address the geographic barriers in this rural area; and

WHEREAS, the County Library Needs Assessment determined a need to connect students and their families to library resources and train them to use these for research, information literacy, and lifelong learning; and

WHEREAS, the extension of the Inter-Library Loan Program and shared electronic library services could be accomplished by developing and implementing collaborative catalog access and circulation through a shared server and the distribution system for the County Library System and District.

NOW, THEREFORE, the parties agree as follows:

1. Roles and Responsibilities of County

County shall work cooperatively with District to establish and implement the system and training described in Paragraph 3 by March 2004, and to thereafter accomplish those additional tasks described in Paragraph 4. County shall appoint representatives to meet and work with District representatives to accomplish these tasks. Because the County's existing library is inadequate, full implementation of this agreement can only occur if a new library facility is constructed. However, County may take interim steps to implement portions of this agreement prior to the completion of the proposed new library.

2. Roles and Responsibilities of District

District shall work cooperatively with County to establish and implement the system and training described in Paragraph 3 by March 2004, and to thereafter accomplish those additional tasks described in Paragraph 4. District shall appoint representatives to meet and work with County representatives to accomplish these tasks.

3. Description of Joint Library Services

- A. The County library's teen center, collaborative electronic catalog access, shared server, and shared circulation and distribution system developed and implemented by County and District shall include the following elements:

- (1) The County library's teen center will be a distinct area in the library where teens will feel welcome. County staff will coordinate with District staff to acquire a variety of materials of special interest to teens. The goal will be to provide a safe, inviting study environment for this under-served population and to supplement the District's library services. As outlined in the County library's building program and needs assessment, the teen center will be near small group study rooms and feature areas for students to work together. District will supply \$300,000 for capital costs to assist in constructing, outfitting, and supplying this area. County will provide staff for the teen center to assist with reference questions and to offer other assistance as required.
- (2) This agreement shall extend County's Inter-Library Loan Program (ILLP) to students, faculty and staff of District's high school campuses by March 2004.
- (3) County's and District's joint catalog system will reside on a centralized file server which will be located at the new main library facility. County and District staff will jointly procure on-line databases to achieve a better price and to avoid duplication of both separately purchasing such databases. Prior to full system implementation, links will be developed between the County Library System's catalog web page and the District's catalog web page to allow District's students, faculty, and staff, as well as the users of the County Library System, to locate books, periodicals, videos and other library materials at any branch of the County Library System or at any of District's

three campus libraries. District shall designate those materials which may be loaned through the ILLP.

- (4) County will provide staff to register students for County library cards during the District's registration process. The goal is to register all new students beginning with the Freshman class in August 2004.
- (5) County and District library staff will provide library orientation and instruction in information literacy to students on District's campuses.
- (6) District shall provide van service to deliver and retrieve materials from each of the District's campuses and County's main library.
- (7) District shall encourage students, faculty and staff to take advantage of the expanded library resources available through the ILLP and to make use of the County Library System's facilities and programs.
- (8) Parents of District's students shall be allowed to "opt out" of the system if they wish to prohibit their children from accessing materials from the County Library System.

B. District's tasks shall be performed by District's staff, including but not limited to its District Librarian, three Library Technicians and Van Drivers. County's tasks shall be performed by County's current staff, including but not limited to its Library Director, two Interlibrary Loan Clerks and any of County's six other professional librarians. County will provide staff supervision for the teen center. The parties may use volunteers to assist in providing the services described in this agreement; the volunteers' tasks may include registering District's students for County Library cards,

pulling and reshelving materials, processing materials for delivery and staffing of the library's computer lab.

- C. The shared electronic catalog will reflect the library materials owned by County and District. Electronic catalog access shall be available 24 hours per day, 365 days per year. Pick up and delivery of materials will be performed during regular business hours. Routine deliveries shall be made within three business days of the request. Current Library hours are Monday - Thursday 9:00 A.M. to 8:00 P.M., Friday 9:00 A.M. - 6:00 P.M., and Saturday 9:00 A.M. - 5:00 P.M. As funding allows, hours of operation will be increased to include services seven days per week. A shared server will reduce redundancy and be a cost saving measure for both the County and District as they will be able to purchase a better server together than they could separately. County will be responsible for providing technical support for the server.
- D. District shall supervise, manage and oversee the duties of District's Librarian and Library Technicians, and shall provide for their salaries and benefits. In addition, District shall be responsible for the funding and management of van services, including the operation, upkeep and maintenance of one or more delivery vans and the salary and benefits of the Van Drivers. County shall supervise, manage and oversee its staff and shall be responsible for the salaries and benefits of the Library Director and those other County Library System employees who are assigned to support this joint-use project.
- E. County shall bear responsibility for funding incidental costs related to the printing of materials such as routing slips, library cards and applications, marketing flyers and

other documents. District shall bear the costs of delivery bins and the printing of materials such as student handbooks, marketing materials and other documents.

- F. The borrowing entity shall be entitled to collect fines for overdue materials. Each borrowing entity shall bear the replacement costs for lost or damaged materials and shall reimburse the lending entity for such costs.
- G. County's services in connection with this joint-use agreement will be headquartered at County's new main library. County, as the owner of that library, shall be responsible for the facility and its furnishings, equipment and materials. District's services in connection with the joint-use agreement shall be headquartered at the District Librarian's offices. The District shall continue to own and maintain its offices, furnishings, equipment and materials. Each party shall be responsible for providing and maintaining its own catalog web page. Each party shall acquire, manage and maintain its own collection of library materials, although County and District staff will also seek to coordinate their efforts particularly with regard to the acquisition of materials for the teen center.
- H. Students will be offered opportunities to perform community service and to assist with the services to be provided pursuant to this agreement, as well as staffing the County's Bill and Melinda Gates Computer Lab.
- I. Periodic training shall be provided to County and District staff in connection with the ILLP and the joint-use agreement. Such training shall include, but not be limited to, the operation of the ILLP, professional best practices, use of software, collection content, research techniques, programming and information literacy. In addition,

with the assistance of County, District shall provide training to students in use of the
ILLP and County library services.

4. Costs (joint-use agreement only)

The following are the projected costs for the initial year, costs are anticipated to change over time.

<u>Projected Costs</u>	<u>County</u>	<u>District</u>
Capital Costs‡	\$50,000	\$300,000
Personnel	\$ 5,500	\$ 4,000
Delivery Costs		\$ 2,500
<u>Supplies/Printing/Misc</u>	<u>\$ 1,000</u>	<u>\$ 1,000</u>
Totals	\$56,500	\$307,500

‡ One time expenses only. Includes construction and acquisition of the shared server.

The County and District will share the cost of replacing the shared server at reasonable intervals.

5. Extension and Enhancement of System

Following the development and implementation of the system described in Paragraph 3 of this agreement, the parties will make good faith efforts to extend that system to all other school districts within Shasta County. In addition, during the term of this agreement, the parties will work together to enhance the usability and scope of the electronic catalog access and shared circulation system. Designated County and District staff will meet at least annually to discuss and analyze the success of this agreement and to explore possible enhancements. As necessary, amendments to this agreement will be made as outlined in paragraph 12.

6. Consideration

The parties to this agreement acknowledge that the obligations each party owes to the other constitute valuable consideration.

7. Term of Agreement; Commitment to Provide Joint Use Library Services

This agreement shall become effective upon the signatures of both parties and shall terminate January 16, 2025, unless earlier terminated in accordance with Paragraph 8 of this agreement. The parties commit to providing the joint use library services described in this agreement for a period of 20 years after County receives a grant for construction of a new main library through the California Reading and Literacy Improvement and Public Library Construction and Renovation Bond Act of 2000 ("the Grant").

8. Termination of Agreement

- A. Because the existing County library facility lacks space and is inadequate to provide the full range of services contained in this agreement, either party may terminate this agreement on thirty days written notice should County fail to obtain a grant pursuant to the California Reading and Literacy Improvement and Public Library Construction and Renovation Bond Act of 2000 on or before January 16, 2004, or the last date for grant awards, whichever is later.
- B. This agreement may also be terminated to the extent and in the manner allowed by the California Reading and Literacy Improvement and Public Library Construction and Renovation Bond Act of 2000 and the regulations related thereto. If either party seeks to terminate this agreement, at least one-hundred-eighty days notice shall be given, allowing the County ample time to form another joint-use agreement as required by the grant.

9. Employment Status

Each party shall, during the entire term of this agreement, be construed to be an independent contractor as to the other and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow either party to exercise discretion or control over the manner in which the other performs the services which are the subject matter of this agreement.

10. Indemnification

Each party shall defend, hold harmless and indemnify the other, its elected officials, officers, employees, agents and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of in-house counsel or retained counsel, expert fees, litigation costs, and investigation costs), damages, judgments or decrees by reason of any person's or persons' bodily injury, including death, or property damage caused by the negligent acts, willful acts, or errors or omissions of the other party or any of its employees or agents, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of the other party.

11. Insurance Coverage

- A. Each party shall either obtain and maintain continuously throughout the term of this agreement, the insurance described in subparagraph B, below, or self-insure for general liability and/or workers' compensation in accordance with state law. If a party self-insures for general liability or workers' compensation coverage, that party shall submit to the other a letter of self-insurance executed by the party's duly authorized officer.

- B. If a party chooses to purchase insurance, rather than self-insure, that party shall:
- (1) Obtain from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this agreement, Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other insurance necessary to protect both parties and the public with limits of liability of not less than \$1 million combined single limit bodily injury and property damage.
 - (2) Obtain and maintain continuously Workers' Compensation to cover that party, its subcontractors and the agents and employees of that party and its subcontractors, with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by that party or its subcontractors.
 - (3) Require subcontractors to furnish satisfactory proof to the other party that liability and workers' compensation coverage has been obtained and ~~are~~ is maintained similar to that required of the parties pursuant to this agreement.
 - (4) With regard to all insurance coverage required by this agreement:
 - (a) Any deductible or self-insured retention exceeding \$25,000 shall be disclosed to and be subject to approval by the other party prior to the effective date of this agreement.
 - (b) Any policy of Commercial General Liability Insurance shall include an endorsement or an amendment to the policy of insurance which names the other party, its elected officials, officers, employees, agents

and volunteers as an additional insured and provides that coverage shall not be reduced or canceled without 30 days written prior notice certain to that party. The Additional Insured coverage shall be equal to Insurance Service Office endorsement CG 20 09.

- (c) Any policy of Commercial General Liability Insurance, or endorsement thereto, shall contain a "separation of insureds" clause which shall read:

"Separation of Insureds.

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
 - b. Separately to each suit insured against whom a claim is made or suit is brought."
- (d) An endorsement or amendment to the policy of insurance shall be provided to the other party as evidence of insurance protection before the effective date of this agreement.
- (e) The insurance required herein shall be in effect at all times during the term of the agreement. In the event any insurance coverage expires at any time during the term of the agreement, the insured party shall provide to the other party, at least twenty (20) days prior to said expiration date, a new endorsement or policy amendment evidencing

insurance coverage as provided for herein for not less than the remainder of the term of the agreement or for a period of not less than one (1) year.

- (f) If the endorsement or amendment does not reflect the limits of liability provided by the policy of insurance, the insured party shall provide the other party a certificate of insurance reflecting those limits.

- C. Each party hereby certifies that it is aware of the provisions of section 3700 of the Labor Code which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and confirms that it will comply with such provisions before commencing the performance of the work of this agreement.

12. Entire Agreement; Amendments

No changes, amendments or alterations to this agreement shall be effective unless in writing and signed by both parties. Any amendment to this agreement shall comply with any applicable grant requirements. Both County and District will designate staff to meet periodically, at least annually, and review this agreement. As necessary, in order to provide the most effective service and, where possible to enhance services, amendments to this agreement may be introduced by either party and must be approved by the boards of both parties to be effective.

13. Compliance With Law; Nondiscrimination

- A. The parties will observe and comply with applicable federal, state and local laws, ordinance and codes, as well as any applicable grant conditions, which relate to the services to be provided pursuant to this agreement.

- B. The parties shall adhere to the provisions of the Interlibrary Loan Code for the United States, as it now reads or as it may be amended in the future.
- C. The parties acknowledge and incorporate herein Education Code section 19999 and section 20440(e)(G) of Title 5 of the California Code of Regulations, which require that the County's new main library provide direct library services for 40 years.
- D. Neither party will discriminate in employment practices or in the delivery of services on the basis of race, color, creed, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV and AIDS), physical or mental disability or the use of family care leave.

14. Inapplicability of Field Act

The parties acknowledge that the Field Act does not apply to this project. The County's facilities which will be used to provide services pursuant to this agreement are excluded from the definition of "school building" set forth in Education Code section 39214.5 because (1) the main library is not located on school property and (2) the library will not be used for educational purposes for more than 24 K-12 students at any time.

15. Confidentiality

During the term of this agreement, either or both parties may have access to library circulation information or other information which is confidential. Both parties agree to preserve the confidentiality of and to not disclose any such information to any third party except as allowed or required by law. This provision shall survive the termination, expiration or cancellation of this agreement.

16. Notices

- A. Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first-class mail to the following address:

If to County: Library Director
1855 Shasta Street
Redding, CA 96001

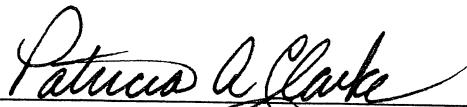
If to District: District Librarian
2200 Eureka Way, Suite B
Redding, CA 96001

B. Notice shall be deemed to be effective two days after mailing.

IN WITNESS WHEREOF, the County and District have executed this agreement on the date
and year set forth below.

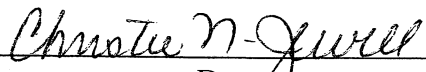
COUNTY OF SHASTA

Date: MAR 18 2003


PATRICIA A. CLARKE, CHAIRMAN
Board of Supervisors, County of Shasta
State of California

ATTEST:

H. DOUGLAS LATIMER
Clerk of the Board of Supervisors

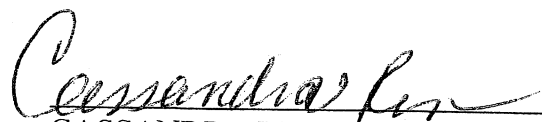
By: 
Deputy

APPROVED AS TO FORM:
KAREN KEATING JAHR


County Counsel

Date: _____

SHASTA UNION HIGH
SCHOOL DISTRICT


CASSANDRA RYAN, PRESIDENT
BOARD OF TRUSTEES
Shasta Union High School District

03/20/03
(SUHDQFINAL)